

Private &amp; Confidential

**CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT is made and entered into effective as of the 26<sup>th</sup> day of October, 2020 (the "Effective Date") by and between [REDACTED] ("Consultant") and the Brooklyn [REDACTED] LLC, a Delaware limited liability company (the "Company").

1. Area of Consultation. During the Consulting Period, defined herein at Paragraph 6, Consultant shall, at the request of authorized representatives of the Company, provide the following consulting services for the Company: (1) designing business and operational strategies, plans, and procedures, (2) advise on operations of the Company, (3) participate in expansion and licensing activities, and (4) any other tasks required by or related to those listed above (the "Consulting Services").

2. Consultation Terms. During the Consulting Period, Consultant shall use best efforts to serve effectively in the matters assigned and endeavor to further the policies and objectives of the Company. Consultant shall perform the Consulting Services as an independent contractor to, and not as an employee or agent of, the Company. Consultant shall not have any authority to contractually bind the Company.

3. Independent Contractor Relationship. The parties intend this Agreement to create an independent contractor relationship only. No other relationship is intended to be created between the parties. Contractor acknowledges that he will not be entitled to any of the benefits that the Company has made or may make available to its employees; including (without limitation) group health or life insurance or retirement benefits, etc. Consultant agrees not to represent or purport to represent the Company in any manner whatsoever to any third party unless authorized to do so by the Company in writing. Consultant acknowledges and agrees that during the Consulting Period, he or she will not perform services for another entity or individual concerning direct conflict to those that the Company is involved in for his own financial benefit, without the Company's prior approval in writing.

4. Compensation. The Company shall compensate Consultant at a monthly rate of \$24,875.00 per month, with the first payment to commence on November 5, 2020. Each following monthly payment shall be paid on the first of the month. Consultant shall receive no more than \$99,500 in the aggregate under this contract.

5. Out-of-Pocket Expenses. During the Consulting Period, upon presentation of appropriate documentation, the Company shall reimburse Consultant, in accordance with the Company's policies, for all reasonable and necessary traveling expenses and other direct out-of-pocket expenses and disbursements incurred by Consultant, for or on behalf of the Company in the performance of Consulting Services, provided such expenses and disbursements have been authorized by the Company in advance. The Company shall pay invoices within 30 days following receipt of Consultant's invoice and accompanying documentation.

6. Term. Consultant is retained on a non-exclusive four month term, from the Effective Date to February 26, 2021. The term shall be referred to as the "Consulting Period." This Agreement will automatically expire after the initial four months during which Consultant has provided no Consulting Services to the Company; no further action by either party shall be required to confirm such automatic expiration. The obligations of Confidentiality shall endure for a period of three years following termination or expiration of this Agreement.

7. Confidentiality. During the Consulting Period, Consultant will gain access to, or knowledge of, or work on, the development or creation of Confidential Information (as hereinafter deemed). Consultant hereby agrees that during the Consulting Period and for a period of seven years following its termination or expiration, Consultant will not reveal any such Confidential Information to any third party nor use or attempt to use any such Confidential Information for Consultant's own benefit or for any other